

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application for:

Ronald W. McGehee

Application No.: 10/552,856

Filed: October 12, 2005

For: OPTIMIZING PLANER INFEED
SYSTEM AND METHOD

Examiner: Shelley M. Self

Art Group: 3725

Confirmation No.: 2510

Mail Stop Amendment
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(c)

Sir:

The undersigned attorney represents that he is the attorney of record for the above-referenced patent application. The assignee/owner of the entire right, title, and interest in and to the above-referenced patent application is:

ASSIGNEE: USNR/KOCKUMS CANCAR COMPANY
8000 NE PARKWAY DR STE 100
VANCOUVER, WA 98662

The owner (USNR/KOCKUMS CANCAR COMPANY) of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration of the full statutory term of prior patent No. 7,490,641 as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said prior patent is shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only

for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

The owner further disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of any patent granted on pending reference application No. 10/552,873, filed on April 16, 2004, as such term is defined in 35 U.S.C. 154 and 173, and as the term of any patent granted on said reference application may be shortened by any terminal disclaimer filed prior to the grant of any patent on the pending reference application. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the pending reference application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimers, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer.

Nor does the owner disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of any patent granted on said reference application, "as the term of the any patent granted on said reference application may be shortened by any terminal disclaimer filed prior to the grant of any patent on the pending reference application," in the event that any such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent

jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

Included with this submission is a payment in the amount as set forth under 37 C.F.R. § 1.20(d).

The Director is hereby authorized to charge shortages or credit overpayments to Deposit Account No. 500393.

Respectfully submitted,
SCHWABE, WILLIAMSON & WYATT, P.C.

Dated: February 16, 2010

/Christopher J. Lewis/
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